

LEASE AGREEMENT
BY AND BETWEEN EAST FREEHOLD FIRE
COMPANY, AS LANDLORD AND THE
FREEHOLD TOWNSHIP BOARD OF FIRE
COMMISSIONERS DISTRICT NO. 2, AS TENANT

AGREEMENT, dated this 20th day of Sept., 2016 between the EAST FREEHOLD FIRE COMPANY, a non-profit corporation of the State of New Jersey, having its principal place of business at 191 Dutch Lane Road, Freehold, County of Monmouth, State of New Jersey (hereinafter referred to as the "Landlord" and the FREEHOLD TOWNSHIP BOARD OF FIRE COMMISSIONERS, DISTRICT NO. 2, a municipal corporation of the State of New Jersey, having offices at 191 Dutch Lane Road, PO Box 896, Freehold, New Jersey (hereinafter referred to as the "Tenant").

1. Leased Premises And Personal Property. For the mutual agreements considerations and covenants contained herein, Landlord has let to Tenant and Tenant has let from Landlord the Premises described in this Lease for Tenant to utilize for its various purposes, including, but not limited to, housing, storing and maintaining trucks and firefighting apparatus owned or hereafter acquired by Tenant, leased to Landlord by Tenant or utilized by Tenant or Landlord; the designated meeting room and offices in the main fire house on 191 Dutch Lane Road; and such other facilities as are necessary for carrying on the business of the Tenant with its regular and special meetings and elections, and for other matters.

2. Premises. For the purpose of this lease, "Premises" shall mean the entire premises and building, without exception, known as the "Fire House," property and appurtenances, located at 191 Dutch Lane Road, Freehold, Monmouth County, New Jersey. Said Premises are leased in accordance with covenants and conditions contained

herein.

3. Rights To Use Premises And Parking Areas. Tenant and Landlord have rights in common to use the Premises (excluding the designated Tenant's offices), the parking facilities and grounds adjoining and adjacent to the Premises.

4. Lease Term. This Lease shall be for a term of five (5) years commencing

October 1, 2016 and ending September 30, 2021.

5. Rent; Additional Rent. Tenant shall pay as annual rent Sixty Two Thousand Five Hundred (\$62,500.00) Dollars. Said rent shall be paid in equal quarterly installments on or before the fifteenth day of January, April, July and October to the Landlord at the address first written above.

6. Tenant Access. Tenant shall have uninterrupted and continual access to the entire leased Premises as described in Paragraph 2 without exception during the entire term of this Lease. In the event Landlord determines that an emergency exists or that another condition warrants securing the properties comprising the leased Premises by additional locks or by changing the existing locks, Landlord shall immediately provide Tenant with keys, combinations or other access mechanisms so that Tenant shall have uninterrupted, unrestricted access to the leased Premises.

6. No Security Deposit. Tenant shall not be required to post any security deposit for this lease.

8. Lease Subject To Municipality Payments. All payments by Tenant to be made pursuant to this Lease are expressly contingent upon the Tenant's receipt of the Township of Freehold's quarterly payments from tax revenues and the approval of Tenant's Annual Budget by the residents of Freehold Township Fire District No. 2. In the event the

Budget is not approved for any year during the term of this Lease, or in the event the Township does not make the payment for any quarter during the term of this Lease, the payments due Landlord shall be suspended and tolled without penalty. Such suspended and tolled payments shall be due within sixty (60) days of the date of the approval and effective date of the Budget pursuant to the terms of the New Jersey statutes, and the receipt of payment of all amounts then currently due from the Township.

9. Landlord And Tenant To Cooperate. It is intended that this Lease shall be part of a cooperative effort between Landlord and Tenant for providing firefighting services and protection to the residents of Fire District No. 2. Both parties agree that they shall utilize their best efforts and work diligently and in good faith together in a cooperative effort and execute any and all applications, supporting documents or other materials of any nature whatsoever deemed necessary for effective firefighting and fire protection within Fire District No. 2, or for the general public welfare of the Township of Freehold.

10. Lease Subject to New Jersey Statutes. This lease is expressly conditioned upon and subject the New Jersey statutes and case law governing Landlord's and Tenant's establishment, continued existence, rights and responsibilities, including, but not limited to those contained in N.J.S.A. 40A: 14-70, *et seq.*

11. Tenant To Take Care Of Premises. Tenant shall take good care of the Premises and shall, at the termination of this Lease, return the Premises to Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance and repair of the structural and operating systems within the bays, including, but not limited to, security systems, roof, windows,

generators, heating and plymovent systems. Landlord shall be responsible for all other repairs and maintenance.

12. Tenants Right To Make Additional Improvements. Tenant during the term of this Lease, with the written approval of the Landlord, may from time to time make such additional improvements or other installations in or about the Premises reasonably necessary or advantageous to Tenant for the use or enjoyment of the Premises or for providing fire protection and firefighting services. Landlord shall not unreasonably withhold such permission. All such undertakings by Tenant shall be at its own cost and expense and without deduction or reimbursement of rent, and shall be enjoyed where practicable by both Tenant and Landlord in common. All such improvements shall become the property of Landlord upon termination of this Lease unless otherwise agreed by the parties in writing prior to the installation of such improvements.

13. Landlord To Comply With Statutes. Landlord shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal Government of any and all of their departments and bureaus applicable to said Premises.

14. Lease Not To Be Assigned. Tenant shall not assign this Lease or underlet or sublease the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

15. Liability Insurance. Tenant, at Tenant's own cost and expense, shall obtain and maintain in full force for the benefit of Landlord, during the term hereof, public liability insurance, insuring Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased Premises for

injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$1,000,000.00. The policy or policies of insurance shall be from a company or companies authorized to do business in the State of New Jersey and shall be delivered to Landlord, together with evidence of the payment of the premium therefore not less than fifteen (15) days prior to (a) the commencement of the term hereof or (b) the date Tenant shall enter into possession, whichever first occurs. At least fifteen (15) days prior to the expiration date of any policy, Tenant shall deliver to Landlord a renewal or replacement policy with proof of the payment of the premium therefore.

16. Hazard Insurance. Tenant, at Tenant's own cost and expense, shall also obtain or provide general hazard and fire insurance for the Premises in an amount not less than \$1,000,000.00 naming Landlord as an additional insured and shall deliver said policy to Landlord including receipt for payment of premium within the time periods set forth in Paragraph 15.

17. Reconstructing Damaged Premises. In the event of damage, by fire or other cause, to the leased Premises without the fault of Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased Premises or if Landlord shall within a reasonable time decide not to rebuild, this Lease shall cease and come to an end, and the rent shall be apportioned as of the date of the damage.

18. Non- Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or

relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.

19. Eminent Domain. If the whole or any part of the demised Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then, and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease.

20. Prior Leases Terminated. It is hereby stipulated and agreed by the parties that any prior oral and/or written leases between the parties for the Premises or any part of the Premises are hereby terminated.

21. Rent And Additional Rent To Be Used For Firematic Purposes. All monies paid pursuant to this Lease shall be used for the usual and customary expenses in conducting the normal activities of Landlord as a volunteer fire company and not in any manner that could be construed as excessive, wasteful or as individual personal gain.

22. Notices. All notices required or given pursuant to the provisions of this Lease shall be sent certified mail, return receipt requested, postage prepaid, (a) to Tenant addressed to Freehold Township Board of Fire Commissioners, District No. 2, PO Box 896, Freehold, New Jersey 07728 and (b) to Landlord addressed to East Freehold Fire Company, 191 Dutch Lane Road, Freehold, New Jersey 07728.

23. Landlord Not Responsible For Interruption Of Services. Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond Landlord's control.

24. Tenant Responsible For Its Negligence. Tenant will be responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's agent, employees or invitees. Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of Landlord.

25. No Representations By Landlord. Tenant has examined the Premises and has entered into this Lease without any representation on the part of Landlord as to the condition thereof.

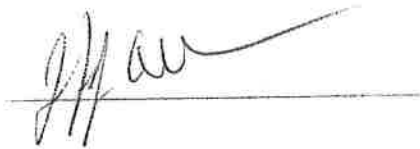
26. Severability Of Terms. The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

27. Landlord Representations. Landlord covenants and represents that Landlord is the owner of the Premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that Tenant on paying the rent and performing the conditions and covenants herein contained shall and may peaceably and quietly have, hold and enjoy the leased Premises for the term aforementioned.

28. Entire Agreement. This Lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, change or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed, this 3RD day of August, 2016 and 20th day of September, 2016.


Witness or Attest:



FREEHOLD TOWNSHIP
BOARD OF FIRE COMMISSIONERS
DISTRICT NO. 2
Tenant

By:  _____
Date 9/20/16

Witness or Attest:

 _____
8/3/16

EAST FREEHOLD FIRE COMPANY
Landlord

By:  _____
Date 8/3/16